

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Jason Crews,)	No. CV-24-02227-PHX-SPL
)	
Plaintiff,)	ORDER
vs.)	
)	
Benavest Corporation, et al.,)	
)	
Defendants.)	

The Court has been advised that Plaintiff and Defendants Benavest, Corp. and Joseph Gannon have reached a settlement in this case (Doc. 35).¹ Accordingly,

IT IS ORDERED that Defendants Benavest, Corp. and Joseph Gannon will be dismissed *with prejudice* from this case on **January 2, 2025**, unless a stipulation to dismiss is filed prior to the dismissal date.

///

///

¹ The Court notes it is not inclined to retain jurisdiction over the enforcement of the settlement terms. *LA Alliance for Human Rights v. City of Los Angeles*, No. LA CV 20-02291-DOC-KES, 2023 WL 3431905, at *2 (C.D. Cal. May 2, 2023) (“[A] court is under no obligation to retain jurisdiction over a settlement agreement . . .” (alteration in original) (citation omitted)). The settlement agreement is a contract, and any action arising from it must meet federal jurisdictional requirements. *See ASA Enterprise, Inc. v. Stan Boyett & Son, Inc.*, No. 1:21-cv-00915-CDB, 2023 WL 1767735, at *2 (E.D. Cal. Feb. 3, 2023) (“The normal remedy for a failure to abide by a settlement of federal litigation is a suit on the settlement contract. Such a claim arises under state law and must proceed in state court unless the basis for federal jurisdiction was diversity. Generally, a federal question claim is ‘extinguished by the settlement and converted . . . into a claim under a contract.’” (citations omitted)).

